

# Memorandum



**DATE:** March 6, 2007

Agenda Item No. 9(A)(13)(A)

**TO:** Honorable Chairman Bruno A. Barreiro and  
Members, Board of County Commissioners

**FROM:** George M. Burgess  
County Manager

**SUBJECT:** Resolution Ratifying the County Manager's Action in Receiving and Expending Approximately \$100,000 in State Funds from the Florida Department of Juvenile Justice for the Implementation of a Countywide Civil Citation Program for the Miami-Dade County Juvenile Services Department; and to Execute Agreements; and to Apply for, Receive and Expend Additional Funds Should They Become Available under this Program for this Purpose

## RECOMMENDATION

It is recommended that the Board approve the attached resolution ratifying the County Manager's action in receiving and expending State Funds from the Florida Department of Juvenile Justice in an amount up to \$100,000. These funds will be used for the implementation of a Countywide Civil Citation Program through the Miami-Dade County Juvenile Services Department (JSD). The State has awarded a six-month grant beginning January 1, 2007 to June 30, 2007 with two annual and one six month renewal options beginning July 1, 2007 and ending December 31, 2009. No matching funds are required.

## BACKGROUND

The Civil Citation Project is a special initiative by the State of Florida, Department of Juvenile Justice and the State Advisory Group, Juvenile Justice and Delinquency Prevention to provide a countywide civil citation program to reduce misdemeanor arrests and incidents of disproportionate minority overrepresentation in the juvenile justice system by implementing systematic prevention and programming addressing youth's service needs while adhering to restorative justice principles.

The Project is a special initiative by the State of Florida, Department of Juvenile Justice and the State Advisory Group, Juvenile Justice and Delinquency Prevention. Only three districts within the State were selected to participate in this initiative and the Miami-Dade Juvenile Services Department was selected as one of the three to participate in this new endeavor. This decision was made by the State of Florida on November 22, 2006. The State of Florida notified the Juvenile Services Department in writing on November 27, 2006. The Department was required to respond on or before December 8, 2006, nine business days later. As this is a new initiative that will be beneficial to the County's youth and is fully funded by the Department of Juvenile Justice dollars and requires no matching funds from the County, the Department, in order to comply with the State's deadline, proceeded with the execution of the contract. The Department is now requesting that the item be placed on the Community Outreach, Safety and Healthcare Administration Committee agenda on January 17, 2007, and subsequently on the agenda of the Board of County Commissioners in 2007.

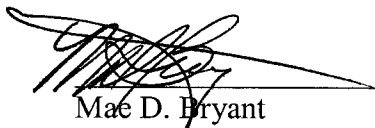
Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners  
Page 2

Miami-Dade County's Civil Citation Program allows assessment and application of appropriate, targeted interventions with the goal of preventing arrests and associated monetary costs. It is anticipated that the Project will serve 750 youth per year at a cost of \$133.33 per youth. This program will be part of the prevention programming provided by JSD, including comprehensive evidence-based assessments and interventions, serving as an invaluable asset to the community.

Program duration for each youth will be 90 days. Program partners include but are not limited to the 11<sup>th</sup> Judicial Circuit, Juvenile Division, the State Attorney, the Public Defender, the School System, the Department of Juvenile Justice, Police Departments throughout Miami-Dade County, local youth shelters, community-based organizations, mental health agencies, and community work service sites that comprise the existing JSD Resource Network. Additional agencies will be recruited through presentations, trainings, the JSD website, the Miami-Dade 311 Answer Center, and a Civil Citation pamphlet that will be developed by program staff.

A copy of the signed grant agreement submitted to the State is included as Attachment I and the notification of award letter is included as Attachment II.

Attachments

  
\_\_\_\_\_  
Mae D. Bryant  
Assistant County Manager



# MEMORANDUM

(Revised)

**TO:** Honorable Chairman Bruno A. Barreiro  
and Members, Board of County Commissioners

**DATE:** March 6, 2007

**FROM:** Murray A. Greenberg  
County Attorney

**SUBJECT:** Agenda Item No. 9(A)(13)(A)

Please note any items checked.

\_\_\_\_\_ "4-Day Rule" ("3-Day Rule" for committees) applicable if raised

\_\_\_\_\_ 6 weeks required between first reading and public hearing

\_\_\_\_\_ 4 weeks notification to municipal officials required prior to public hearing

\_\_\_\_\_ Decreases revenues or increases expenditures without balancing budget

\_\_\_\_\_ Budget required

\_\_\_\_\_ Statement of fiscal impact required

\_\_\_\_\_ Bid waiver requiring County Manager's written recommendation

\_\_\_\_\_ Ordinance creating a new board requires detailed County Manager's report for public hearing

\_\_\_\_\_ Housekeeping item (no policy decision required)

\_\_\_\_\_ No committee review

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 9(A)(13)(A)  
03-06-07

RESOLUTION NO. \_\_\_\_\_

RESOLUTION RATIFYING THE COUNTY MANAGER'S ACTION IN RECEIVING AND EXPENDING APPROXIMATELY \$100,000 IN STATE FUNDS FROM THE FLORIDA DEPARTMENT OF JUVENILE JUSTICE FOR IMPLEMENTATION OF A COUNTYWIDE CIVIL CITATION PROGRAM FOR THE MIAMI-DADE COUNTY JUVENILE SERVICES DEPARTMENT; AND FOR THE COUNTY MAYOR OR HIS DESIGNEE TO EXECUTE AGREEMENTS; AND TO APPLY FOR, RECEIVE AND EXPEND ADDITIONAL FUNDS SHOULD THEY BECOME AVAILABLE UNDER THIS PROGRAM FOR THIS PURPOSE

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA**, that this Board ratify the County Manager's action in receiving and expending State funds from the Florida Department of Juvenile Justice for the implementation of a Countywide Civil Citation Program through the Miami-Dade County Juvenile Services Department; authorizes the County Mayor or his designee to execute such contracts and agreements as are required by this governmental body following their approval by the County Attorney's Office; to execute agreements, and to apply for, receive and expend additional funds should they become available under this program for this purpose, following their approval by the County Attorney's Office; to expend any and all monies received for the purpose described in the funding request; to receive and expend any additional funds that might become available during the term of the contract; and for the County Mayor or his designee to file and execute any necessary amendments to the contract for and on behalf of Miami-Dade County, Florida; and to exercise amendment, modification, renewal, cancellation and termination clauses of any contracts and agreements on behalf of Miami-Dade County, Florida.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who  
moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Bruno A. Barreiro, Chairman	
Barbara J. Jordan, Vice-Chairwoman	
Jose "Pepe" Diaz	Audrey M. Edmonson
Carlos A. Gimenez	Sally A. Heyman
Joe A. Martinez	Dennis C. Moss
Dorrin D. Rolle	Natacha Seijas
Katy Sorenson	Rebeca Sosa
Sen. Javier D. Souto	

The Chairperson thereupon declared the resolution duly passed and adopted this 6<sup>th</sup> day of March, 2007. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency. MD

Mandana Dashtaki

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**FLORIDA DEPARTMENT OF JUVENILE JUSTICE**  
Governor Jeb Bush  
Secretary Anthony J. Schembri

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November 22, 2006

Subject: Grant Agreement and Training

Dear New Grant Recipient,

Congratulations again on your selection to implement DMC Civil Citation/Equal Justice project.

Enclosed you will find the Florida Department of Juvenile Justice grant agreement for federally funded delinquency prevention programs. Exhibit 1 was left blank intentionally as you already have a copy of your application and Exhibit 2 is the payment schedule for the grant performance period. This payment schedule only addresses the last six months of the 2006-07 fiscal year. Please review, sign and return the grant agreement to my office by December 8, 2006.

Additionally, the Florida Department of Juvenile Justice will be conducting a **mandatory** Grant Recipient training on December 14-15 2006. The training will be held at the Double Tree Castle Hotel in Orlando, Florida. Reservations must be made by December 11, 2006, call 1-800 952-2785.

The training is scheduled to begin promptly at 9:00am (EST) on Thursday and will end at approximately 5:00pm, resume on Friday 9:00am (EST) and will end approximately at 12:00pm. Please ensure that a representative(s) from your project attend this important training.

Feel free to contact me with any questions. Thank you very much.

Sincerely,

  
Shareta Wright  
JJDP Juvenile Justice Specialist

cc: File

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JUVENILE SERVICES DEPARTMENT  
OFFICE OF THE DIRECTOR

2737 Centerview Drive • Tallahassee, Florida 32399-3100 • (850) 488-1850  
<http://www.djj.state.fl.us>

This Grant is entered into between the STATE OF FLORIDA, DEPARTMENT OF JUVENILE JUSTICE ("Department"), whose address is 2737 Centerview Drive, Tallahassee, Florida 32399-3100 and Miami-Dade County Civil Citation/Equal Justice Program, whose address is 275 NW 2<sup>nd</sup> Street, Miami, FL 33128. ("Grantee").

In consideration of the mutual benefits to be derived from performance under this grant agreement, the Department and the Grantee do hereby agree as follows:

**I. PERFORMANCE**

- A. **The period of performance for this grant is January 1, 2007 to June 30, 2007.**
- B. The Department hereby enters into an agreement with the Grantee to provide delinquency prevention services in the 11<sup>TH</sup> Judicial Circuit.
- C. The Grantee shall perform all services in a proper and satisfactory manner in compliance with the terms and conditions set forth in this grant agreement, Exhibit 1 - the Grant Application, Exhibit 2 - the Deliverables, and all other attachments or exhibits named or referenced. All references to "days" refer to calendar days, and all references to "year" refer to 365 days, unless otherwise specified.

**II. TYPE OF GRANT**

- A. This is a fixed price grant.

**III. CIRCULARS AND COMMON RULES**

- A. Administrative requirements: OMB Circular A-102, "Grants and Cooperative Agreements with State and Local Governments," OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations."
- B. Allowable Costs: OMB Circular No. 87, "Cost Principles for State and Local Governments," OMB Circular No. A-21, "Cost Principles for Educational Institutions," OMB No. A-122, "Cost Principles for Nonprofit Organizations."
- C. Audit Requirements: OMB Circular A-133, "Audits of State, Local Governments and Nonprofit Institutions."

**IV. COMPENSATION**

- A. Grant Agreement Amount
  - 1. The Annual Maximum Dollar Amount of this grant agreement shall not exceed \$100,000.00, subject to the availability of funds.
- B. Method of Payment
  - 1. As consideration for the services rendered by the Grantee under this grant agreement, the Department will pay the Grantee on a monthly basis in arrears.
  - 2. The Department will pay the Grantee for services upon receipt of monthly invoices for the deliverables and amounts established in Exhibit 2.
  - 3. Only grant costs incurred on or after the effective date and through the termination of the grant are eligible for payment.

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4. Grant funds shall be expended in accordance with the approved budget. Funds shall be expended by the end of the grant performance period.

C. Grant Agreement Term and Renewal

This grant agreement shall begin on January 1, 2007, or upon full execution, whichever is later, and shall end at midnight on June 30, 2007. The Department may renew this grant agreement, for two terms of one (1) year and one term of one half (1/2) year. The maximum grant agreement dollar amount for the renewal term shall be \$100,000.00 for a full year and \$50,000 for a half year. **This grant is not renewable beyond, midnight, December 31, 2009.** Exercise of the renewal option is at the Department's sole discretion and shall be contingent, at a minimum, upon satisfactory performance, the Grantee's compliance with the Department's policies and procedures, subject to the availability of funds and other factors deemed relevant by the Department.

D. Advance Payment

During the first year, one advance payment of up to 25% of the total award amount may be requested upon the effective date of the grant. The total amount of the advance payment will be recovered by reducing the first three months, reimbursements by one-third of the total advance payment. Total payments for the grant period shall not exceed the total grant funds available. The grantee shall invest advanced payments in an insured, interest bearing account. Interest earned on advance funds shall be returned to the Department on a monthly or quarterly basis by check made to the State of Florida, Department of Juvenile Justice and submitted to the grant manager. Grant recipient must provide written justification for advance payments to the grant manager.

E. Options

The Department reserves the right to exercise one or more options to increase or decrease service units, to change the type or gender of youth served or the location of the program in the event the Department's needs for delinquency prevention change. The Department shall allow the Grantee thirty (30) days to assess any requested increased units of service or changes in services. If agreed upon by both parties, the Grantee shall submit to the Department, in writing, an implementation plan to accommodate the proposed increased units of service or changes in services. Upon Department approval of the implementation plan, any increased units of service or changes in services shall be evidenced by an amendment executed by both parties. The optioned services may not commence before execution of the amendment. Changes agreed to under these options may result in a change to the Maximum grant agreement Dollar Amount. Delivery of changed services shall be upon the terms, conditions and rate agreed in the exercise of the options of this grant agreement, but will not exceed the rate specified in the original grant agreement.

F. Legislative Appropriation

The State of Florida's performance and obligation to pay under this grant agreement is contingent upon an annual appropriation by the Florida Legislature.

G. Submission of Invoice, Invoice Processing and Interest Rate

A properly prepared invoice shall be submitted directly to the grant agreement Manager within ten (10) days following the end of the month for which services



were rendered. Pursuant to section 215.422, Florida Statutes, the Department's grant agreement Manager shall have five (5) days, unless otherwise specified herein, to inspect and approve the services for payment; the Department must submit a request for payment to the Department of Financial Services within twenty (20) days; and thereafter the Department of Financial Services is given ten (10) days to issue a warrant. The twenty (20) days are measured from the latter of the date the properly prepared invoice is received or services are received, inspected, and approved. Invoice payment requirements do not start until a proper and correct invoice has been received. Invoices returned to a Grantee for correction(s) will result in a delay in the payment.

H. Vendor Ombudsman

A Vendor Ombudsman, established within the Department of Financial Services, may be contacted if a Grantee is experiencing problems in obtaining timely payment(s) from a State of Florida agency.

I. Final Invoice

The Grantee shall submit the final invoice for payment to the Department no more than forty-five (45) days after the grant agreement ends or is terminated. If the Grantee fails to do so, all rights to payments are forfeited and the Department will not honor any requests submitted after the above time period. Any payment due under the terms of this grant agreement may be withheld until the Grantee complies with the requirements of this grant agreement, including submittal of all reports due from the Grantee and the return of all Department-furnished property and equipment purchased with grant funds.

J. Reduction of Monthly Payments

The Department may reduce the amount of the monthly payment after:

1. finding substantial evidence of the Grantee's failure to perform the services required by the grant agreement,
2. preparing written findings substantiating the Grantee's failure to perform,
3. notifying the Grantee of the proposed reduction of the monthly payment, and providing an opportunity for discussion of the proposed reduction in payment. The amount of any reduction shall be based upon the negotiated costs of those services not performed during the payment period.

K. Supplemental Expenditure

The Department, at its option and without notice to the Grantee, shall have the right to make any payment or expenditure that the Grantee failed to have made under the grant agreement, to assure all services will remain available to youth if the Grantee fails to perform as required under this grant agreement. Such expenditures by the Department may include, but not be limited to, payment for repairs affecting life, health or safety of youth or staff; food and medical services; utilities; claims for which liens may be attached to the property; insurance premiums; and other supplementary goods or services. Any payment by the Department shall be without prejudice to any of the Department's rights or remedies under this grant agreement, at law, or in equity. All sums paid by the Department, including indirect costs incurred by the Department to bring the program into compliance with grant agreement requirements pursuant to this paragraph shall be immediately due and payable from the Grantee. Such sums

may be recovered by the Department by means of a reduction to a monthly invoice payment otherwise payable to the Grantee under the grant agreement. Payment of the cost described above shall not relieve the Grantee of the duty of full performance under the grant agreement.

L. Travel Reimbursement

Travel and per diem expenses for this program are included in the total cost of the services requested, and additional travel expenses will not be authorized. All travel costs shall be in accordance with Section 112.061 of the Florida Statutes. All travel reimbursement for out-of-state shall be based upon written approval of the grant manager prior to the travel. The Grantee shall send a representative to any required technical assistance training provided by the Department.

M. Unused Grant Funds

All grant funds not expended for liabilities incurred during the grant year will be returned to the Department by the Grantee within 45 days after the end of the grant. The final invoice and documentation shall accompany the returns of funds.

V. **LIABILITY**

A. Indemnification

1. Pursuant to section 768.28(11)(a), Florida Statutes, the Grantee agrees that it and any of its employees, agents or subcontractors are agents and not employees of the State while acting within the scope of their duties and responsibilities to be performed under this Grant agreement. The Grantee further agrees to indemnify the Department, upon notice of any liabilities caused by the Grantee or its employees' or agents' negligent or tortious acts or omissions within the scope of their employment under this Grant agreement up to the limits of sovereign immunity as set forth in Florida law. The Grantee further agrees to defend the Department and hold it harmless, upon receipt of the Department's notice of claim of indemnification to the Grantee, against all claims, suits, judgments, damages or liabilities, including court costs and attorneys' fees incurred by the Department because of the negligent or tortious acts of the Grantee or its employees, agents or subcontractors.
2. The Grantee is responsible for all personal injury and property damage attributable to negligent acts or omissions of that party and the officers, employees or agents, thereof. Nothing herein shall be construed as an indemnity or a waiver of sovereign immunity enjoyed by any party hereto.

VI. **TERMINATION**

A. For Department Convenience

The Department may terminate this grant agreement, in whole or in part, without cause, for its convenience, and without additional cost to the Department, by giving no less than thirty (30) days written notice to the Grantee.

B. For Grantee Convenience

The Grantee may terminate this grant agreement, without cause, for its convenience, by giving no less than ninety (90) days written notice to the Department, unless both parties mutually agree in writing to a different notice

period. The Grantee shall be operating in a state of compliance with the terms and conditions of the grant agreement at the time the notice is issued and shall remain compliant for the duration of the performance period.

C. For Default

The Department may terminate this grant agreement, in whole or in part, for default, pursuant to the provisions of chapter 60A-1.006(3), Florida Administrative Code, upon written notice to the Grantee. If applicable, the Department may employ the default provisions in chapter 60A-1.006(3, 4), Florida Administrative Code. Waiver or breach of any provisions of this grant agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this grant agreement. The provisions herein do not limit the Department's right to remedies at law or to damages (including, but not limited to, re-procurement cost). All termination notices shall be sent by certified mail, or other delivery service with proof of delivery as set forth in the Notice provision of this grant agreement.

D. Refusal to Allow Public Access to Records

This grant agreement may be unilaterally canceled by the Department for refusal by the Grantee to allow public access to all documents, papers, letters, or other materials subject to the provisions of chapter 119, Florida Statutes, and made or received by the Grantee in connection with this grant agreement.

VII. RECORDS AND AUDIT REQUIREMENT

A. Financial and Compliance Audits

The Grantee shall provide a financial and compliance audit to the Department as specified in Exhibit 6 and 6.1, AUDIT COMPLIANCE FORM - available at: <http://www.djj.state.fl.us/Grantees/contracts/index.html> and sure that all supporting documentation is available for review by the auditor. This program is a *federal project* for purposes of the Florida Single Audit Act and Part II does not apply. The Catalogue of Federal Domestic Assistance number for this program is 16.540.

B. Records and Auditing Requirements

1. The Grantee shall maintain books, records, and documents (including electronic storage media), for a minimum of five (5) years, in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under this grant agreement. The Grantee shall assure that these records are available at all reasonable times to inspection, review, or audit by state and federal personnel and other personnel duly authorized by the Department.
2. The Grantee shall have an annual audit of the grant funded program in accordance with the Rules of the Auditor General, Chapter 10.600 Audits of State Grants and Aids Appropriations, promulgated pursuant to Section 11.45, Florida Statutes. If the amounts received do not exceed \$25,000, a sworn affidavit from the agency shall be submitted stating the program has complied with the provisions of the grant. The annual audit is due not later than 120 days after the close of the grant fiscal year.

C. Duplication and Transfer of Records

Upon completion or termination of the grant agreement, the Grantee shall cooperate with the Department to facilitate the duplication and transfer of the records or documents during the required retention period.

VIII. GENERAL TERMS & CONDITIONS

A. Governing Law and Venue

This grant agreement shall be construed in accordance with the laws of Florida. Each provision of this grant agreement shall be interpreted to be effective and valid under applicable law. If any provision of this grant agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity. The remainder of any such provision and the remaining provisions of this grant agreement shall remain fully effective and valid. Venue for any proceeding regarding the proposal submitted by the Grantee and the resulting grant agreement shall be Leon County, Florida.

B. Order of Precedence

In the event of conflict between any part of the Grantee's proposal incorporated into this grant agreement by reference and any other term of this grant agreement, the other terms of this grant agreement (and not the Grantee's proposal) shall prevail.

C. Rights, Powers and Remedies

No delay or failure to exercise any right, power or remedy accruing to either party upon breach or default by either party under this grant agreement, shall impair any such right, power or remedy of either party; nor shall such delay or failure be construed as a waiver of any such breach or default, or any similar breach or default thereafter.

D. Third Party Rights

This grant agreement is neither intended nor shall it be construed to grant any rights, privileges or interest in any third party without the mutual written agreement of the parties hereto.

E. Civil Rights

1. No person, on the grounds of race, creed, color, national origin, age, sex, or disability, shall be excluded from participation in; be denied the proceeds or benefits of; or be otherwise subjected to discrimination in performance of this grant agreement.
2. The Grantee shall, if applicable, comply with non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C,D,E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

F. Legal and Policy Compliance

1. The Grantee shall comply with all local, state, and federal laws, rules, regulations and codes whenever work is performed under this grant agreement.
  2. The Grantee shall comply with all Department policies and procedures.
  3. Any licenses or permits required for this grant agreement will be obtained by the Grantee and maintained for the duration of this grant agreement.
  4. Any and all waivers of Department policies, procedures, manuals, and/or Quality Assurance standards shall be reduced to writing through a grant agreement amendment that is mutually agreed upon by both parties.
- G. Use of Funds for Lobbying Prohibited  
The Grantee shall comply with the provisions of sections 11.062 and 216.347, Florida Statutes, which prohibit the expenditure of grant agreement funds for the purpose of lobbying the Legislature, judicial branch or a state agency.
- H. Immigration & Nationality Act  
The knowing employment of unauthorized aliens is a violation of Section 274A (a) of the Immigration and Nationality Act. Such violation will be cause for unilateral cancellation of this grant agreement.
- I. Public Entity Crime  
A person or affiliate who has been placed on the Florida Convicted Vendor List pursuant to section 287.133, Florida Statutes, following a conviction for a public entity crime may not submit a proposal or bid on a grant agreement to provide any goods or services to the Department, and may not be awarded or perform work as a supplier, subcontractor, or consultant under a grant agreement with the Department, and may not transact business with the Department (in excess of the threshold amount provided in section 287.017, Florida Statutes, for CATEGORY TWO) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.
- J. Discrimination  
In accordance with sections 287.094 and 287.134, Florida Statutes, an entity or affiliate who has been placed on the Discriminatory Vendor List:
1. May not submit a bid on a contract to provide goods or services to a public entity;
  2. May not submit a bid on a contract with a public entity for the construction or repair of a public building or public work;
  3. May not submit bids or leases of real property to a public entity;
  4. May not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity; and
  5. May not transact business with any public entity.
- K. Americans With Disabilities Act Requirement  
The Grantee shall not exclude anyone from participating in; deny anyone the proceeds or benefits of; not otherwise subject any person(s) or subcontractors to any form of discrimination based on the grounds of race, creed, color, national origin, age, sex, or disability. The Grantee shall comply with the pertinent portion of the Americans with Disabilities Act of 1990, Public Law 101-336.
- L. Copyrights and Right to Data

Where activities supported by this grant agreement produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the State. Any publication produced under this grant shall contain the following wording: "This publication is partially funded by funds awarded by the U.S. Department of Justice, Office of Juvenile Justice and Delinquency Prevention, and the Florida Department of Juvenile Justice." Any publication shall include the following statement: "The opinions, findings, and conclusions or recommendations expressed in the publication are those of the author(s) and do not represent the views of the Department of Juvenile Justice." The receipt of the grantor agency funding does not constitute official recognition or endorsement of any work preformed under the grant.

M. Assignments and Subcontracts

The Grantee shall not assign responsibility of this grant agreement to another party or subcontract for any of the work contemplated under this grant agreement, nor transfer program services to another location without written approval of the Department. No such approval by the Department of any assignment or subcontract shall be deemed in any event to provide for the Department incurring any obligation in addition to the total dollar amount agreed upon in this grant agreement.

N. Sponsorship

If the Grantee is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through this grant, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by the Grantee" and the "State of Florida, Department of Juvenile Justice." If the sponsorship reference is in written material, the words "State of Florida, Department of Juvenile Justice" shall appear in the same size letters or type as the name of the organization.

O. Insurance

The Grantee shall provide adequate insurance coverage on a comprehensive basis and to hold such liability insurance at all times during the existence of this grant. State agencies shall comply with Section 768.28, Florida Statutes and verification of liability insurance shall be provided upon request. Payment will be withheld until proof of insurance has been forwarded to the grant manager.

P. Use of Consultants

The Department's review of outsourcing agreement(s) associated with this grant agreement award does not relieve the Grantee of the responsibility to:

1. Manage the consultant;
  2. Demonstrate the value added and reasonableness of consultant pricing;
- and,

3. Meet all contractual obligations.

Q. Training Requirements

Any person employed as a full-time or part-time staff person, who provides direct care and custody of youth, by a private entity under grant agreement to the Department shall be trained in accordance with chapters 985 and 20, Florida Statutes, and Department policies and manuals. The Grantee shall comply with any subsequent changes to Department policies, manuals or state and federal laws.

R. Inspector General Requirements

Pursuant to section 20.055, Florida Statutes, the Office of the Inspector General is responsible for providing direction for supervising and coordinating audits, investigations, and reviews relating to the programs and activities operated or financed by the Department for the purpose of promoting economy and efficiency in the administration of, or preventing and detecting fraud, waste, and abuse in its programs and activities.

S. Incident Reporting

The Grantee shall comply with the Department's Statewide Incident Reporting Procedure that is available on the Department's website. The Program Director is responsible for ensuring that all incidents are properly reported both internally and to the necessary outside agencies. The Grantee shall notify the Department, in writing, of its plan to address substantiated findings. The Department reserves the right to review and accept or reject the plan. In the event the Department and Grantee cannot mutually agree on a plan, the Department reserves the right to take grant agreement action. Failure to comply with this procedure could result in cancellation of the grant agreement.

T. Arrest Reporting Requirements

The Grantee shall implement a written procedure requiring all owners, operators, directors and caretaker/direct contact staff who have been arrested for any criminal offense to make a report of their arrest, either written or oral, to their immediate supervisor within three (3) business days of the arrest. This procedure shall require the imposition of corrective action for noncompliance.

U. Background Screening

The Grantee shall comply with the Department's Statewide Procedure on Background Screening for Employees, Vendors, and Volunteers that is available on the Department's website. The Grantee shall comply with the requirements for background screening as mandated in section 985.01, Florida Statutes. Failure to comply with the Department's background screening procedure may result in cancellation of the grant agreement.

V. Qualified Participants

The intervention program is open to youth ages 7-17. Unless otherwise agreed upon, the program shall serve both males and females. The Grantee shall notify the referring agency of non-compliant youth who do not complete and/or do not meet the agreed upon terms of the intervention strategy.

W. Monitoring

1. The Grantee shall comply with the Juvenile Justice Specialist Monitoring outlined in the Delinquency and Prevention Program Management Policy and Procedures Manual. This includes scheduled and unannounced site

visits.

2. The results of monitoring reviews and final scores do not relieve the Grantee of its responsibility for compliance with other provisions in this grant agreement. A satisfactory monitoring report is not the equivalent of grant agreement compliance.
3. The Grantee shall permit persons duly authorized by the Department to inspect any records, papers, documents, facilities, goods and services of the Grantee which are relevant to this grant agreement, and interview any clients and employees of the Grantee under such conditions as the Department deems appropriate. Following such inspection, the Department will deliver to the Grantee a list of its comments regarding the manner in which said goods or services are being provided. The Grantee shall rectify all noted deficiencies specified by the Department within the specified period of time set forth in the comments, or provide the Department with a reasonable and acceptable justification for not correcting the noted shortcomings. The Grantee's failure to correct or justify within the time specified by the Department may result in the withholding of payments, being deemed in breach or default, or termination of this grant agreement. The Department may conduct unannounced monitoring visits.

X. Taxes

The State of Florida is exempt from the payment of tax.

Y. Personnel

All personnel provided under this grant agreement, whether performance is as a Grantee, subcontractor, or any employee, agent or representative of the Grantee or subcontractor, shall be licensed or certified under applicable law for the position they hold. All such personnel shall renew licenses or certifications pursuant to applicable law or rule. Copies of all current personnel licenses or certificates shall be kept on file by the Grantee and provided to the Department's Grant Manager upon request.

Z. Confidentiality

Pursuant to Section 985.04, Florida Statutes, all information obtained in the course of this grant agreement regarding youth in the care of the Department is confidential.

AA. Certification Regarding debarment, Suspension, Ineligibility, and Voluntary Exclusion

The Grantee, by execution of this grant agreement, certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the grant agreement with the Department by any federal department or agency, pursuant to 34CFR, part 85, Section 85.510. The Grantee shall notify the Department if, at any time during this grant agreement, it or its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in the grant agreement with the Department by any federal department or agency. The list of excluded entities is available at <http://www.epls.gov/>.

AB. Grant Amendments



1. Grants must be amended only upon execution of a formal written agreement signed by both parties and with adequate justification. Amendments are effective on the last date signed and will not be made retroactive.
2. Grantee shall obtain prior written approval from the grant manager for changes in the grant including but not limited to
  - a. Changes in project activities; designs or research plans set forth in the approved grant
  - b. Reallocation of budgeted expenditures or reduction in expenditures. Under no circumstances can transfer of funds increase the total approved award.
  - c. Ten percent (10%) may be reallocated without grant manager approval within/between already approved budget categories once during a six-month period. The grant manager must be notified within (30) days in writing of the budget changes.

**AC. Property**

All property and equipment purchased with grant funds shall be vested with the Department. All such property and equipment shall be returned to the Department at the termination of the grant. The Department will withhold final payment to the Grantee until all property is returned. The Grantee shall comply with Section 273.02, Florida Statutes. Property purchased with grant funds above \$1,000 shall be listed on an Annual Inventory Form provided by the Department.

**AD. Reporting Requirements**

The Grantee shall comply with the following time period for reporting:

<u>Reports</u>	<u>Frequency</u>	<u>Due Date</u>
Invoices	Monthly	10 <sup>th</sup> of the Month
Monthly Expense Report	Monthly	10 <sup>th</sup> of the Month
Monthly Activity Report	Monthly	10 <sup>th</sup> of the Month
Final Report	Annually	December 31, 2007

Failure to comply with reporting requirements may result in termination of the grant. Final payment shall be withheld pending receipt of all reports.

**AE. Supplanting**

The grantee shall not use funds provided by the Department to replace funds from other funding sources.

**AF. Commingle**

The grantee shall establish a system to provide adequate fund accountability for each project that is awarded.

**AG. Incorporation by Reference**

The Department's Request for Proposal that results in the grant agreement, the provider's proposal, grant application, and any revisions are incorporated herein by reference.

**IX. CAPTIONS**

The captions, section numbers, article numbers, title and headings appearing in this agreement are inserted only as a matter of convenience and in no way define, limit,

construe or describe the scope or intent of such articles or sections of this agreement, nor in any way effect this agreement and shall not be construed to create a conflict with the provisions of this agreement.

X. EXHIBITS

Exhibits to be included as part of this grant agreement (some of which are incorporated by reference):

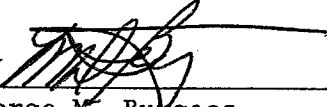
Exhibit 1 Grant Application  
Exhibit 2 Deliverables

This grant agreement, which includes Exhibit 1 (grant application) and 2 (deliverables), and all attachments and exhibits named herein that are attached hereto and incorporated by reference, represents the entire agreement of the parties. Any alterations, variations, changes, modifications, or waivers of provisions of this grant agreement shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this grant agreement, unless otherwise provided herein.

IN WITNESS THEREOF, the parties hereto have caused this grant agreement to be executed by their undersigned officials as duly authorized.

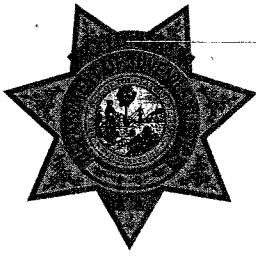
GRANTEE:  
CIRCUIT 11  
Miami Dade Juvenile Services

GRANTOR:  
STATE OF FLORIDA  
DEPARTMENT OF JUVENILE JUSTICE

SIGNED BY   
NAME: George M. Burgess  
TITLE: County Manager  
DATE: 12/18/06

SIGNED BY \_\_\_\_\_  
NAME: C. Steven Casey  
TITLE: Deputy Secretary  
DATE: \_\_\_\_\_

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# FLORIDA DEPARTMENT OF JUVENILE JUSTICE

Jeb Bush, Governor

Anthony J. Schembri, Secretary

November 22, 2006

Wansley Walters, Director  
Miami Dade Juvenile Services Dept.  
275 NW 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor  
Miami, FL 33128

**RECEIVED**

NOV 27 2006

JUVENILE SERVICES DEPARTMENT  
OFFICE OF THE DIRECTOR

Dear Mrs. Walters:

The Governor's Juvenile Justice and Delinquency Prevention (JJDP) State Advisory Group recommended that the Department of Juvenile Justice fund your DMC Civil Citation/Equal Justice project in the Eleventh Circuit. The Department has reviewed the State Advisory Group recommendations and has selected the following agency for implementation:

Agency Name:	Miami Dade Juvenile Services Department
Grant Number:	Q7003
Recommended Amount:	\$100,000.00
Grant Period:	January 1, 2007 through June 30, 2007 July 1, 2007 through June 30, 2008

The method of payment will be fixed price and the department will pay the grantee for delivery of service units.

Funding for the second and third year will be contingent upon: (1) availability of funds, and (2) satisfactory program evaluation each year. Your program must help fulfill the goals of the Department's *Delinquency Prevention Plan*, *Florida's Three Year Comprehensive Plan*, *Local Title II Delinquency Prevention Plan*, and our mission of reducing juvenile crime.

Please note that your project, ultimately, should serve minority youth under age 18. The DMC project must:

- 1) Aim to prevent minority youth contact with the juvenile justice system;
- 2) Actively recruit community partnerships
- 3) Attempt to divert minority youth already in the system;
- 4) Target youth in high DMC areas;
- 5) Serve both male and female minority youth; and

Each agency is encouraged to leverage additional resources to reduce disproportionate minority contact within your area. You are encouraged to work with other state, local, and federal agencies to assist in your Title II initiative.

Accountability is very important to the Department, the Legislature, and the public. You will be required to submit data on a regular basis through the Department's Juvenile Justice Information System (JJIS). Additionally, youth should not commit delinquent offenses while participating in your project nor for at least twelve (12) months after they have completed your program.

Your agency program staff will be required to attend a technical assistance workshop. Topics to be discussed will be:

- Payment process;
- Employee criminal background screening requirements;
- Reporting requirements;
- JJIS data entry procedures;
- Incident reporting to the DJJ Inspector General; and
- Monitoring.

Department staff will be in contact with you to address concerns regarding your proposal to make any necessary modifications (program and budget), delivery of service units, and technical assistance training dates.

If you have any questions, please contact Shareta Wright, JJ Specialist, at (850) 414-2239. I wish you much success with your program.

Again, thank you for your commitment to reducing juvenile crime.

Sincerely,

A handwritten signature in black ink, appearing to read 'Anthony J. Schembri', with a long horizontal flourish extending to the right.

Anthony J. Schembri  
Secretary